CONTRACT #2 RFS # 305.04-014 FA # 09-25632

Secretary of State
State Library and Archives

VENDOR:

LYRASIS, Inc. (formerly Southeastern Library Network, Inc. – SOLINET)

State of Tennessee

Charles E. Sherrill State Librarian and Archivist



Department of State

Tennessee State Library and Archives 403 Seventh Avenue North Nashville, Tennessee 37243-0312

RECEIVED

MAY 2 6 2010

SUMMARY LETTER

FISCAL REVIEW

TO:

James White. Executive Director

Fiscal Review Committee

FROM:

Charles Sherrill, State Librarian and Archivist

DATE:

May 5, 2010

SUBJECT:

Request for approval of Non-Competitive Amendment

We request approval of a non-competitive amendment to our current contract with LYRASIS, Inc. The State Library and Archives has maintained a non-competitive contract with LYRASIS for over 30 years and is a member of the library cooperative, as are all State Libraries in the Southeastern Region. LYRASIS is the only source for access to WorldCat services in this region.

The large purchasing base of the library cooperative (over 4000 libraries in 33 states) offers advantages of discount pricing. LYRASIS also maintains staff specializing in library service and training.

This contract will provide bibliographic services, reference database services, and library educational services to the State Library and the Regional Library System.

Thank you for your assistance in this matter.

	<u> </u>	I TOO VI						
*Contact Name:	Charl	es Sherr	ill		*Con Pho	tact one:	741-7	996
*Original Contract Number:	FA 09	9-25632			*Original		305.04	4-014-08
Edison Contract Number: (if applicable)	1182	1			Edison Numbe	RFS er: (if		
*Original Contract Begin Date:	Augus	t 1, 2008			*Current		July 31	, 2010
Current Request A	hmendr	nent Nu (if app			TWO		L	
Proposed Amend	ment I	Effective (if app			August 1, 20)10		
*Dep	artmen	it Submi	tting	գ։	Secretary of	State		
			isior	1:	Tennessee S	tate Li	brary an	nd Archives
40 1 1177		····			37		·	
*Submitted W					Yes			
		f not, ex	•	_	LYRASIS, I	NC		
		Vendor 1		-	\$509,000.00			
*Current				L				
*Current Contract All (as Shown on Most Curr	and the second second					ry She	et)	
FY:2009 FY:201	0	FY:		FY	•	FY		FY
\$254,500.00 \$254,50	00.00	\$		\$		\$		\$
*Current Total Expenditures by Fisc (attach backup documentation from SI								
FY:2009 FY:201		FY:		FY		FY		FY
\$223,400.00 \$216,5	00.00	\$		\$		\$		\$
IF Contract Allocation greater than Contract Expenditures, please greasons and explain w funds were spent:	give the				red expendi pated. Surp			
IF surplus funds have forward, please give the and provide the autho- carry forward provision	ne reasority for	ons			quest has be ried forware		lbmitte	d for funds to
IF Contract Expenditu Contract Allocation, portion and explain he was acquired to pay the	lease gi ow fund	ve the ling						
*Contract Funding S	tate:	\$509,00	0.00		$\operatorname{Fed}_{\epsilon}$	eral:		

Source/Amount:	
Interdepartmental:	Other:
If "other" please define:	
Dates of All Previous Amendments or Revisions: (if applicable)	Brief Description of Actions in Previous Amendments or Revisions: (if applicable)
April 14, 2009	Contractor name change.
Method of Original Award: (if ap	pplicable) Non-Competitive Request
*What were the projected cost service for the entire term of the c prior to contract	ontract

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

	an	commuted con	tract experientares.
Deliverable	FY:	FY:	FY: FY:
description:	2009	2010	2011
Database	\$221,500.00	\$221,500.00	\$221,500.00
Services			
Training	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Retrospective Bibliographic Services	\$8000.00	\$8000.00	\$8000.00

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

				the second of the second of the second	
Deliverable	FY:	FY:	FY:	FY:	FY:
description:	2011				
Database	\$19,658.00				
Services			•		

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials

		between contr	act deliverable	es.	생기 사람들이 많아 하늘 때문에 가득을 느낄 때 때
Proposed					
Vendor Cost:	FY:	FY:	FY:	FY	FY:
Database	2011	11.			1.1.
Services					
LYRASIS					
HeritageQuest	\$190,550.00				
Other Vendor	FY:	FY:			
Cost: (name of	2011	P1	FY:	FY:	FY:
vendor)	2011				
Quote from:					
HeritageQuest	\$192,450.00				
,					,

Proposed					
Vendor Cost:	FY:	FY:	FY:	FY:	FY:
Database	2011				
Services					
LYRASIS					
Portal & User					
Geolocation	\$31,500.00				
Authentication		*			
Services	i				
Other Vendor	FY:	FY:			
Cost: (name of	2011	, , , , , , , , , , , , , , , , , , , 	FY:	FY:	FY:
vendor)	2011				
WEBFEAT					
(costs from					
DISCUS-	¢40.250.00				
S. Carolina	\$49,258.00				
Virtual					
Library)					

STATE OF TENNESSEE
STATEWIDE ACCOUNTING AND REPORTING SYSTEM
SPENDING/RECEIPT PLAN YID STATUS REPORT
ACCOUNTING DATE 11/30/09

REPORT-ID: AG05B820-01

ADMIN AGENCY 305.01 DEPARTMENT OF STATE SECRETARY OF STATE PAGE 382

12/26/09 (13:45) PM
FUND 11 GENERAL FUND STATE
DEPARTMENT 305 DEPARTMENT OF STATE
DIVISION 04 STATE LIBRARY AND ARCHIVES
COST CENTER 24402 BIBLIOGRAPHIC SVCS. - SOLINET

	PRIOR YEAR EXP PERIOD TO DATE	00.00	00.00	. 0.00	0.00
	UNENCUMBERED BALANCE	276,700.00-	276,700.00-	276,700.00-	276,700.00-
	TOTAL YID COMMITMENTS	276,700.00	276,700.00	276,700.00	276,700.00
COMMITMENTS	OBLIGATIONS	91,700.00	91,700.00	91,700.00	91,700.00
	EXPENDITURES PERIOD TO DATE	185,000.00	185,000.00	185,000.00	185,000.00
	SPENDING PLAN	0.00	00.00	00.0	00.0
	DESCRIPTION	DATA PROCESSING	PROFESSIONAL AN	FOTAL OTHER THAN PERSONAL	FOTAL COMMITMENTS
	OBJECT/ AGY ÖBJ	082	. 80	TOT	101

^{*} Total paid in FY 109 is \$232,300 however, \$8,900 was paid from other program cost centers.

^{**} Encumbrance reflects \$22,200 unspent availability from prior year.

REPORT-ID: AG05B820-01 12/19/09 (13:00) PY		STAT STATEWIDE ACCOUN SPENDING/RECEIF ACCOUNTI	STATE OF TENNESSEE STATE OF TENNESSEE STATEWIDE ACCOUNTING AND REPORTING SYSTEM SPENDING/RECEIPT PLAN YTD STATUS REPORT ACCOUNTING DATE 06/30/09	SYSTEM	ADI DEPARTMENT OF SECRETARY OF	ADMIN AGENCY 305.01 DEPARTMENT OF STATE SECRETARY OF STATE
FUND 11 GENERAL FUND DEPARTMENT 305 DEPARTMENT OF STATE DIVISION 04 STATE LIBRARY AND ARCHIVES COST CENTER 24402 BIBLIOGRAPHIC SVCS SOLIN	ID OF STATE ARY AND ARCH IIC SVCS	CHIVES - SOLINET	·			
OBJECT/ AGY OBJ DESCRIPTION	. SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS OBLIGATIONS	TOTAL YTD COMMITMENTS	UNENCUMBERED RAI ANCE	PRIOR YEAR EXP
082 DATA PROCESSING	00.0	223,400.00	0.00	223,400.00	223,400,00-	0.00 0
08 PROFESSIONAL AN	0.00	223,400.00	00.00	223,400.00	223,400.00-	00.0
TOTAL OTHER THAN PERSONAL	0.00	223,400.00	00.0	223,400.00	223,400.00-	0.00
TOTAL COMMITMENTS	0.00	223,400.00	0.00	223,400.00	223,400.00-	00.0

LYR/\S\S

INVOICE

NUMBER 0534249-IN

ORDER NUMBER:

3357979

ORDER DATE:

Lyrasis (formerly SOLINET)

1438 WEST PEACHTREE ST.NW / SUITE 200 / ATLANTA, GA 30309-2955 PHONE 404.892.0943 / TOLL FREE 800.999.8558 / FAX 404.892.7879

TENNESSEE ST LIBRARY & ARCHIVE ATTN: JEANNE SUGG 403 SEVENTH AVENUE NORTH DIRECTOR, LIBRARY TECHNICAL SV

NASHVILLE, TN 37243-0312

Ε

LYRASIS

PO BOX 116179

ATLANTA, GA 30368-6179

CUSTOMER ID:

4642100

TERMS .

FEIN. 23-1365979

DATE	CUSTOMER ORDER NO.	SYMBOL		ill be applied at the rate of	1% per month.
08/25/09		TNS	Please refer to invoice number when paying.	·	·
QUANTITY			DESCRIPTION		AMOUNT
	Library Draduate and S	`onioon		• . •	
	Library Products and S	services			
		-			
1.00	A GIR SOFTWARE Aut	aranhice ID	√al. Software - Subsc Term: 8/1/2009 - 7/3	1/2010	31,500.00
1.00	A-G IF SOI TWAIL AUG	o-grapines ii	val. Collware - Cubsc Term. 5/ 1/2000 1/10	1,2010	01,000.0
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ORIGINAL DOCUMENT

PO#97

BALANCE DUE

31,500.00

Page 1 of 1

LYRASS

INVOICE



ORDER NUMBER:

2748761

FEIN: 23-1365979

ORDER DATE:

TENNESSEE ST LIBRARY & ARCHIVE ATTN: ASHLEY VIA

Lyrasis (formerly SOLINET)

1438 WEST PEACHTREE ST.NW / SUITE 200 / ATLANTA, GA 30309-2955 PHONE 404.892.0943 / TOLL FREE 800.999.8558 / FAX 404.892.7879

> 403 SEVENTH AVENUE NORTH DIRECTOR, LIBRARY TECHNICAL SV NASHVILLE, TN 37243-0312

LYRASIS

PO BOX 116179

ATLANTA, GA 30368-6179

CUSTOMER ID:

4642100

CUSTOMER ORDER NO. DATE Late penalties will be applied at the rate of 1% per month. PAYMENT DUE UPON RECEIPT. 07/24/09 Please refer to invoice number when paying. QUANTITY Library Products and Services 185,000.00 HERITAGEQUEST PROQUEST HeritageQuest - Subsc Term: 8/1/2009 - 7/31/2009 SALES TAX 0.00

BALANCE DUE

185,000.00

SOII

INVOICE

NUMBER 0504732-IN

ORDER NUMBER:

1275149

ORDER DATE:

09/05/08

FEIN: 72-0738497

Southeastern Library Network, Inc. 1438 WEST PEACHTREE ST.NW/SUITE 200/ATLANTA, GA 30309-2955

PHONE 404.892.0943 / TOLL FREE 800.999.8558 / FAX 404.892.7879

TO:

TENNESSEE ST LIBRARY & ARCHIVE ATTN: JEANNE SUGG

CUSTOMER ORDER NO

406 SEVENTH AVENUE NORTH NASHVILLE, TN 37243-0312

SOLINET PO BOX 116179

ATLANTA, GA 30368-6179

CUSTOMER ID:

4642135

PAYMENT DUE UPON RECEIPT.

Late penalties will be applied at the rate of 1% per month.

. DATE 09/09/08	· CUSTOMER ORDER NO.		OUE UPON RECEIPT. o invoice number when paying.	Late penalties will be applied at the rate	or 1% per month.
QUANTITY		DESCRIPT	TON		AMOUNT
	Proquest Information	and Learn			
0.00	HERITAGEQUEST H	eritageQuest			177,000.0
	Online One Time Ch	arge			
0.00	A-G IP SOFTWARE A	uto-Graphics IP Val. Softw	vare - Subsc Term: 8/1	1/2008 - 7/31/2009	31,500.0
0.00	A-G IP IMPL FEE A	uto-Graphics IP Soft. Insta	ail		13,000.0
2-		Jan D. S.	A 25 (. 	
· · · · · · · · · · · · · · · · · · ·		THARIES:	R860981	Verman:	
		DATE	09/25/00		
			• • • •	SALES TAX	0.0

LYR

INVOICE

NUMBER 0522279-IN

ORDER NUMBER:

0435797

ORDER DATE:

Lyrasis (formerly SOLINET)

1438 WEST PEACHTREE ST.NW / SUITE 200 / ATLANTA, GA 30309-2955 PHONE 404.892.0943 / TOLL FREE 800.999.8558 / FAX 404.892.7879

TO:

TENNESSEE ST LIBRARY & ARCHIVE

ATTN: JEANNE SUGG 403 SEVENTH AVENUE NORTH DIRECTOR, LIBRARY TECHNICAL SV NASHVILLE, TN 37243-0312 E M I T

LYRASIS

PO BOX 116179

ATLANTA, GA 30368-6179

CUSTOMER ID:

4642100

.

FEIN: 23-1365979

DATE	CUSTOMER ORDER NO.	SYMBOL	PAYMENT DUE UPON RECEIPT. Late penalties will be applied at the r.	ate of 1% per month.
04/23/09		TNS	Please refer to invoice number when paying.	•
QUANTITY			DESCRIPTION	AMOUNT
	Library Products and S	Services		
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, 1.00	DPR6764 CO	NTENTdm Le	vel 1 License - 10,000 Items AMA	1,900.
,			/1/2009 - 1/31/2010	
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	MARPAN	10511	5 93	:
	MOUNT	190	20,00	
	Frank	8630	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
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		•	SALES TAX	0.0

TERMS:

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED	Ġ			
Commissioner of Fin	ance & A	dministrat	ion	

1)	RFS#	305.04-0140-08								
2)	Procuring Agency :	Tennessee State Library and Archives								
	EXISTING CONTRACT INFORMATION									
3)	Service Caption :	To provide bibliographic services, reference database services, and library educational services for the Tennessee State Library and Archives and all Tennessee libraries.								
4)	Contractor:	LYRASIS, INC.								
5)	Contract #	FA 09-25632								
6)	Contract Start Date :	August 1, 2008								
7)	CURRENT Contract Er	nd Date: (if ALL options to extend the contract are exercised)	July	31, 2011						
8)	CURRENT Maximum C	cost: (if ALL options to extend the contract are exercised)	\$763	3,500.00						
		PROPOSED AMENDMENT INFORMATION								
9)	Amendment #			2						
10)	Amendment Effective	Date: (attached explanation required if < 60 days after F&A rece	eipt)	August 1, 2010						
11)	PROPOSED Contract E	End Date: (if ALL options to extend the contract are exercised)		July 31, 2011						
12)	PROPOSED Maximum	Cost: (if ALL options to extend the contract are exercised)		\$763,500.00						
	Approval Criteria : [(select one)	use of Non-Competitive Negotiation is in the best	inter	est of the state						
		only one uniquely qualified service provider able t	to pro	ovide the service						
14)	Description of the Prop	posed Amendment Effects & Any Additional Service :								
	Amendment will extend current contract for one year using term extension provision with no additional services.									
15)	15) Explanation of Need for the Proposed Amendment :									
•	 Addition of library holdings to Worldcat (worldwide on-line Internet catalog) and access to those holdings for interlibrary loan Access to database services including pricing advantages of large multi-state purchasing base and implementation support; 									
16)	Name & Address of Co	ontractor's Current Principal Owner(s): (not required for a TN	state	education institution)						
	LYRASIS, INC. is a not-for-profit membership cooperative of libraries headquartered in Atlanta: 1438 West Peachtree Street NW • Suite 200 • Atlanta, GA 30309-2955									

NON-AMD123008

17) Office for Information Resources Endorsement: (required for information technology service; n/a to THDA)								
Documentation is Not Applicable to this Request Attached to this Request								
18) eHealth Initiative Endorsement: (required for health-related professional, pharmaceutical, laboratory, or imaging service)								
Documentation is 🛛 Not Applicable to this Request 🔲 Attached to this Request								
19) Department of Human Resources Endorsement : (required for state employees training service)								
Documentation is Not Applicable to this Request Attached to this Request								
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :								
The State Library and Archives has maintained a non-competitive contract with LYRASIS for over 30 years and is a member of the library cooperative, as are all State Libraries in the Southeastern Region. LYRASIS is the only source for access to WorldCat services in this region.								
21) Justification for the Proposed Non-Competitive Amendment :								
 Access to Worldcat electronic records and worldwide resource-sharing is only available through LYRASIS in the Southeast. Large purchasing base of LYRASIS libraries (over 4000 in 29 states) offers advantage of discount pricing. Vendors can pass on savings realized by dealing with a centralized system rather than individual states or libraries. LYRASIS maintains staff specializing in electronic resources, vendor contracting, and licensing requirements. LYRASIS includes value-added services of training, implementation and tracking of use in pricing. 								
AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)								
SIGNATURE & DATE AW. Le Pangat 5/25/10								

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CONTRACT AMENDMENT

Agency Tı		Edison ID			Contra	act #			Amendment #
30	5.04-014-08	1182	1	- 1	FΑ	09-25	632)	2
Contracto LYRASIS			Contractor Federal Employer Identification or Social Se ☐ C- or ☑ V- 23-1365979				 Social Security#		
Amendme	nt Purpose/ Effects			1		·	· · · · · ·	•	
Extension	of Contract for addit	ional period of one yea	ar.						
Contract E	Begin Date	Contract End Date	· · · · · ·	Subrecipi	ient or \	/endor	CF	DA #(s)	
August 1,	2008	July 31, 2011		Subre	cipient	⊠ Vende	or		
FY	State	Federal	Inter	rdepartment	al	Other		TOTAL C	Contract Amount
2009	254,500.00								254,500.00
2010	254,500.00								254,500.00
2011	254,500.00						,		254,500.00
TOTAL:	763,500.00								763,500.00
American	Recovery and Reinve	stment Act (ARRA) Fun	ding –	YES	× N	10			
	COMPLETE FOR AMI	ENDMENTS —	Agen	cy Contact &	L Teleph	none #		/ 	
END DATE	END DATE AMENDED? YES NO			SHERLENE HOLT 741-2683					
FY	Base Contract & Prior Amendments	THIS Amendment ONLY							
2009	254,500.00								he appropriation
2010	254,500.00			which this obl nbered to pay					otnerwise
2011		254,500.00							
	· · · · · · · · · · · · · · · · · · ·		1 .						
			Speed	d Code			Accour	nt Code	
TOTAL:	509,000.00	254,500.00		Ss0000	0076			70803000	ס
	— OCR USE		Access availab Large advant Vendo than in LYRAS and lic	s to WorldCat ender through LYf purchasing batage of discourners can pass on dividual states SIS maintains sensing requires	electronic RASIS in se of LYF at pricing. savings or librarion staff spec ments.	records and the Southeas RASIS librarie realized by dees.	worldwid t. s (over 4 ealing wif ctronic re	e resource-sh 2000 in 33 sta th a centralize sources, ven	• •

AMENDMENT TWO TO FA 09-25632

This Contract Amendment is made and entered by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and Lyrasis, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. <u>Contract Term</u>. This Contract shall be effective for the period commencing on August 1, 2008 and ending on July 31, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. The text of Contract Section B.2 is deleted in its entirety.
- 3. The text of Contract Section C. 1 is deleted in its entirety and replaced with the following:
 - C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed Seven Hundred Sixty-Three Thousand, Five Hundred Dollars (\$763,500.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:	
IN WITHEOU VITEREOI.	

CONTRACTOR SIGNATURE

NATALIE ERB, CHIEF FINANCIAL OFFICER

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

LYRASIS, INC.:

TRE HARGETT, SECRETARY OF STATE APPROVED: M. D. GOETZ, JR., COMMISSIONER DEPARTMENT OF FINANCE AND ADMINISTRATION DEBORAH E. STORY, COMMISSIONER DEPARTMENT OF HUMAN RESOURCES DATE

DATE

DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:

JUSTIN P. WILSON, COMPTROLLER OF THE TREASURY



OIR Pre-Approval Endorsement Request

1716	E-Wall ItaliSilitta
TO:	Jane Chittenden, OIR Procurement & Contract Management Director Department of Finance & Administration
	E-Mail: <u>Jane.Chittenden@tn.gov</u>
FROM:	Jack Stacy, Bibliographic Services Coordinator Tennessee State Library and Archives E-Mail : jack.stacy@tn.gov
DATE:	April 27, 2010
_RE:	Request for OIR Pre-Approval Endorsement
APPLICABLE	RFS# 305.04-014-08
OIR ENDORS	EMENT SIGNATURE & DATE :
M	M Bens (2) 4/29/10
Chief I	nformation Officer
1844 M. C.	NOTE: 'Proposed contract/grant support is applicable to the subject IT service technical merit.
contracting reg	nation Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service ulations pertaining to procurements with information technology as a component of the scope of service. eks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in ocuments.
	ent OIR endorsement of the described procurement (with the appropriate signature above), and return this -mail at your earliest convenience.
1 SUBJEC	T PROCUREMENT DOCUMENT TYPE (mark one):
	RFP
	Competitive Negotiation Request Alternative Procurement Method Request
	Non-Competitive Contract Request 🔀 Non-Competitive Amendment Request
	Contract Contract Amendment Grant Grant Amendment
2 INFORM	ATION SYSTEMS PLAN (ISP) PROJECT APPLICABLITY :
	Not Applicable to this Request Applicable – ISP PROJECT #IE20S01, Existing Bibliostat Data Collection System
RES	SPONSE CONFIRMED BY: Joni Kies, Director of Information Systems, Secretary of State
Jac 532	CTING AGENCY CONTACT : k Stacy, Bibliographic Services Coordinator -4692 stacy@tn.gov

API	PLICABLE RFS#	305.04-014-08	
4	SUBJECT INFORM	MATION TECHNOLOGY SERVICE DESCRIPTION:	
	services, refere	etitive amendment to contract with LYRASIS, Inc. for the provision of bibliographic ence database services, and library educational services. Services (except for educational eaccessed via the INTERNET through standard browsers.	
5	REQUIRED ATTAC	CHMENT(S) AS APPLICABLE (copies without signatures acceptable):	
		npetitive Negotiation Request, Alternative Procurement Method Request, or petitive Contract/Amendment Request	
	proposed	contract/grant or amendment	
	⊠ original c CHANGE – Sc	ontract/grant & any prior amendments (AMENDMENT ONE - COOPERATE NAM OLINET TO LYRASIS, AMENDMENT TWO ATTACHED)	E
	• •		



HR Pre-Approval Endorsement Request E-Mail Transmittal

TO:

Mark Donner, Director of Administrative Services

Department of Human Resources

E-Mail: Mark.Donner@tn.goy

FROM:

Jack Stacy, Bibliographic Services Coordinator

Tennessee State Library and Archives

E-Mail: jack.stacy@tn.gov

DATE:

April 28, 2010

RE:

Request for Human Resources Pre-Approval Endorsement

APPLICABLE RFS #	305,04-014-0				
HUMAN RESOURCES	ENDORSEMENT S	SIGNATURE & DA	ATE:	·	
~ 01CA	4.	a la L			
Department of H	uman Resources	4/28/10			

Department of Human Resources (HR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements involving services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, et cetera) or training state employees. This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

SERVICE DESCRIPTION: Non-competitive amendment to contract with LYRASIS, Inc. for the provision of bibliographic services, reference database services, and Ilbrary educational services. Services (except for educational workshops) are accessed via the INTERNET through standard browsers.
CONTRACTING AGENCY CONTACT:
Jack Stacy, Bibliographic Services Coordinator
532-4629
jack.stacy@tn.gov
REQUIRED ATTACHMENT AS APPLICABLE (copies without signatures acceptable):
RFP
Competitive Negotiation Request
Alternative Procurement Method Request
Non-Competitive Contract/Amendment Request

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AMENDMENT ONE TO #305.04-014-08

This Contract Amendment is made and entered by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and Lyrasis (as amended herein), hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- #1. The following is added as Contract Section E.5:
 - E.5. <u>Contractor Name</u>. All references to "Southeastern Library Network, Inc. (Solinet)" shall be deleted and replaced with "Lyrasis."
- #2. The following is added as contract Section E.6.:
 - E.6. <u>Federal Employer Identification Number</u>. All references to FEIN, "72-0738497" shall be deleted and replaced with FEIN, "23-1365979."

The revisions set forth herein shall be effective April 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

	3-13-09	
CONTRACTOR SIGNATURE	DATE	
Thomas DePalo	Controller	
PRINTED NAME AND TITLE OF CONTRAC	CTOR SIGNATORY (above)	

TENNESSEE STATE LIBRARY AND ARCHIVES:

IN WITNESS WHEREOF:

LYRASIS

JEANNE D. SUGG, STATE LIBRARIAN AND ARCHIVIST DATE

DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:

TRE HARGEST, SECRETARY OF STATE DATE

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

JUSTIN P. WILSON, COMPTROLLER OF THE TREASURY

DATE

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

				•					
			Commissioner of Finance & Administration Date:						
		below indicates specific information the idered if information provided is income as required.							
1)	RFS#								
2)	State Agency Name :	Tennessee State Library and A	Tennessee State Library and Archives						
3)	Service Caption :	To provide bibliographic services, reference database services, and library educational services for the Tennessee State Library and Archives and all Tennessee libraries.							
4)	Proposed Contractor :	Southeastern Library Network	Southeastern Library Network, Inc. (SOLINET)						
5) Contract Start Date: (attached explanation required if date is < 60 days after F&A receipt) August 1, 2008									
6)	Contract End Date IF <u>all</u>	Options to Extend the Contract are	e Exercised :	July 31, 2011					
7)	Total Maximum Cost IF	all Options to Extend the Contract	are Exercised :	\$763,500.00					
8)	Approval Criteria : (select one)	use of Non-Competitive Negot	tiation is in the best interest	of the state					
		only one uniquely qualified se	rvice provider able to provi	de the service					
9)	Description of Service to	o be Acquired :							
AAAA	 Addition of library holdings to Worldcat (worldwide on-line Internet catalog) and access to those holdings for interlibrary loan Access to database services including pricing advantages of large multi-state purchasing base and implementation support; 								
10) Explanation of the Need	for or Requirement Placed on the	Procuring Agency to Acqui	re the Service :					
AAA	Maintenance of the online	ecords is necessary for access, inven- e databases included in the Tennesse a mission of the State Library and Re	e Electronic Library is a functi	ibility of the state library collections on of the State Library and Archives					
11) Explanation of Whether	the Procuring Agency Bought the	Service in the Past, & if so,	What Procurement Method It Used :					
Th	e State Library and Archive rary cooperative, as are all	s has maintained a non-competitive c State Libraries in the Southeastern Re	contract with SOLINET for ove egion.	r 30 years and is a member of the					
12) Name & Address of the	Proposed Contractor's Principal O	wner(s) :						

SOLINET, INC. is a not-for-profit membership cooperative of libraries headquartered in Atlanta: 1438 West Peachtree Street NW •

(not required if proposed contractor is a state education institution)

Suite 200 • Atlanta, GA 30309-2955

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :					
SOLINET, INC. has been providing library services since 1973.					
14) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)					
select one: Documentation Not Applicable to this Request Documentation Attached to this Request					
15) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)					
select one: Documentation Not Applicable to this Request Documentation Attached to this Request					
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)					
select one: Documentation Not Applicable to this Request Documentation Attached to this Request					
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :					
SOLINET is the southeast regional access to OCLC/Worldcat services and cooperative library training services.					
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process: (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)					
Access to Worldcat electronic records and worldwide resource-sharing is only available through SOLINET in the Southeast. Large purchasing base of SOLINET libraries (over 2600 in 10 states) offers advantage of discount pricing. Vendors can pass on savings realized by dealing with a centralized system rather than individual states or libraries. SOLINET maintains staff specializing in electronic resources, vendor contracting, and licensing requirements. SOLINET includes value-added services of training, implementation and tracking of use in pricing.					
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)					
Agency Head Signature Date					

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GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Curt Cobb Curtis Johnson

Gerald McCormick Mary Pruitt

Craig Fitzhugh, ex officio Speaker Jimmy Naifeh, ex officio

Eddie Yokley

Sen. Douglas Henry, Vice-Chairman

Senators Reginald Tate

Doug Jackson Bill Ketron Paul Stanley

Jamie Woodson

Randy McNally, ex officio

Lt. Governor Ron Ramsey, ex officio

MEMORANDUM

TO:

The Honorable Dave Goetz, Commissioner Department of Finance and Administration

FROM:

Charles Curtiss, Chairman, Fiscal Review Committee

Bill Ketron, Chairman, Contract Services Subcommittee

DATE:

June 25, 2008

Donna Rowland

David Shepard

Curry Todd

SUBJECT:

Contract Comments

(Contract Services Subcommittee Meetings 6/24)

RFS# 305.04-014

Department: State Library and Archives

Contractor: Southeastern Library Network Inc. (SOLINET)

Summary: The proposed contract is for the provision of bibliographic services, reference database services, and library The two-year contact has a start date of educational services. August 1, 2008, and an end date of July 31, 2010, with the option to extend for one year.

Maximum liability for 1st 2 years: \$509,000

Maximum liability w/one-year extension: \$763,500

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc:

The Honorable Riley C. Darnell, Secretary of State

Ms. Jeanne Sugg, State Librarian and Archivist

Mr. Robert Barlow, Director, Office of Contracts Review

State of Tennessee

Jeanne D. Sugg State Librarian and Archivist



Department of State

Tennessee State Library and Archives 403 Seventh Avenue North Nashville, Tennessee 37243-0312

RECEIVED

MAY 2 7 2008

FISCAL REVIEW

MEMORANDUM

TO:

James White, Executive Director, Fiscal Review Committee

FROM:

Jeanne Sugg, State Librarian and Archivist

DATE:

May 9, 2008

SUBJECT:

Request for approval of Non-Competitive Contract

We request approval of a Non-Competitive Contract with Southeastern Library Network, Inc., a library cooperative of which the State Library and Archives is a member.

This contract will provide bibliographic services, reference database services, and library educational services to the State Library and the Regional Library System.

Thank you for your assistance in this matter.

REQUEST: NON-COMPETITIVE CONTRACT

APPROVE)
Commission	ner of Finance & Administration

	Each of the request items below indicates specific information that <u>must</u> be individually detailed or addressed <u>as required</u> . A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.					
⁻ 1)	RFS#	30504-014-08				
.2)	State Agency Name :	Tennessee State Library and Archives				
3)	Service Caption :	To provide bibliographic services, reference database services, and library educational services for the Tennessee State Library and Archives and all Tennessee libraries.				
4)	Proposed Contractor :	Southeastern Library Network, Inc. (SOLINET)				
5)	5) Contract Start Date: (attached explanation required if date is < 60 days after F&A receipt) August 1, 2008					
6)	6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised : July 31, 2011					
7)	7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised : \$763,500.00					
8)	Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interest of the state				
	only one uniquely qualified service provider able to provide the service					
9)	9) Description of Service to be Acquired :					
AAAA	Addition of library holdings to Worldcat (worldwide on-line Internet catalog) and access to those holdings for interibrary loan. Access to database services including pricing advantages of large multi-state purchasing base and implementation support;					
10)	10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :					
AAA	Maintenance of the online databases included in the Tennessee Electronic Library is a function of the State Library and Archives					
11)	11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used:					
The State Library and Archives has maintained a non-competitive contract with SOLINET for over 30 years and is a member of the library cooperative, as are all State Libraries in the Southeastern Region.						
12)	12) Name & Address of the Proposed Contractor's Principal Owner(s): (not required if proposed contractor is a state education institution)					
SO Sui	SOLINET, INC. is a not-for-profit membership cooperative of libraries headquartered in Atlanta: 1438 West Peachtree Street NW • Suite 200 • Atlanta, GA 30309-2955					

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :				
SOLINET, INC. has been providing library services since 1973.				
14) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)				
select one: Documentation Not Applicable to this Request Documentation Attached to this Request				
15) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)				
select one: Documentation Not Applicable to this Request Documentation Attached to this Request				
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)				
select one: Documentation Not Applicable to this Request Documentation Attached to this Request				
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :				
SOLINET is the southeast regional access to OCLC/Worldcat services and cooperative library training services.				
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process: (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)				
 Access to Worldcat electronic records and worldwide resource-sharing is only available through SOLINET in the Southeast. Large purchasing base of SOLINET libraries (over 2600 in 10 states) offers advantage of discount pricing. Vendors can pass on savings realized by dealing with a centralized system rather than individual states or libraries. SOLINET maintains staff specializing in electronic resources, vendor contracting, and licensing requirements. SOLINET includes value-added services of training, implementation and tracking of use in pricing. 				
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)				
Duy C & Jarnell 5/08				
Agency Mead Signature Date				



FAX/EMAIL TRANSMITTAL

WA & IT P&R

to Request OIR Procurement Endorsement

TO:

Jane Chittenden, Director

615-741-6164

OIR Procurement & Contract Management

FAX # 741-6164

FROM:

Jack Stacy, Bibliographic Services Coordinator

Tennessee State Library and Archives

FAX # 741-6471

DATE:

May 1, 2008

RFS#

n/a

RE:

Procurement Endorsement — Non-competitive contract with Southeastern Library Network, Inc. for the provision of bibliographic services, reference database services, and library educational services. Services (except for educational workshops) are accessed via the INTERNET through standard browsers.

INFORMATION SYSTEMS PLAN PROJECT: n/a

NUMBER OF FAX PAGES (including cover): n/a

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Jack Stacy at 532-4629.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement:

OIR Chief Information Officer

5/6/08

Date

LIBRARY & ARCHIVES

Fax 6157416471

May 1 2008 10:13am PDQJ

FAX # 532-0728

FAX # 741-6471



FAX TRANSMITTAL

TO: Department of Human Resources

Jack Stacy, Bibliographic Services Coordinates

FROM: Tennessee State Library and Archives

DATE: May 1, 2008

RFS# n/a

RE: Procurement Endorsement — Procurement Endorsement — Non-competitive

contract with Southeastern Library Network, Inc. for the provision of

bibliographic services, reference database services, and library educational services. Services (except for educational workshops) are accessed via the INTERNET through

standard browsers.

NUMBER OF FAX PAGES (including cover): 11

The nature and scope of service detailed in the attached service procurement document(s) appears to require Department of Human Resources review and support, because the procurement involves training of state employees.

This communication seeks to ensure that the Department of Human Resources is aware of the procurement and has an opportunity to review the matter. Please determine whether the Department of Human Resources is supportive of the procurement. If you have any questions or concerns about this matter, please call Jack Stacy at 532-4629

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Department of Human Resources:

Signature, Title & Date

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**Procurement Process Summary(complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)										
	Access to Worldcat electronic records and worldwide resource-sharing is only available through SOLINET in the Southeast:									

Vendors can pass on savings realized by dealing with a centralized system rather than individual states or libraries.

CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES AND SOUTHEASTERN LIBRARY NETWORK, INC.

This Contract, by and between the State of Tennessee, **Department Of State**, **Tennessee State Library and Archives**, hereinafter referred to as the "State" and **Southeastern Library Network**, **Inc.**, hereinafter referred to as the "Contractor," is for the provision of bibliographic services, reference database services, and library educational services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 72-0738497

Contractor Place of Incorporation or Organization: 1438 West Peachtree St., Suite 200, Atlanta, GA 30309-2995

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. <u>Bibliographic Services</u>. The Contractor agrees to make available to the State the following bibliographic products and services:
 - a. OCLC products and services: The Contractor will provide any and all products and processes made available between OCLC and SOLINET, including, but not limited to Shared Cataloging.
 - b. The Contractor agrees to provide access to Worldcat for cataloging, resource sharing, and public access to worldwide bibliographic sources.
- A.3. <u>Database Services</u>. The Contractor agrees to supply services for electronic database licensing, including price negotiation, implementation support and database evaluation.
- A.4. <u>Educational Services</u>. The Contractor will provide library educational services as required by the State including, face to face workshops, self-paced and real-time web-based courses.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on August 1, 2008 and ending on July 31, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Nine Thousand Dollars (\$509,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. <u>Compensation Firm</u>. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount ANNUAL FEE
2.70 (2.72 as anymorated in Section A.2	\$8,000.00
BIBLIOGRAPHIC SERVICES as enumerated in Section A.2	\$221,500.00
DATABASE SERVICES as enumerated in Section A.3.	\$25,000.00
EDUCATIONAL SERVICES as enumerated in Section A.4.	

- C.4. <u>Travel Compensation</u>. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
 - The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Director, Library Technical Services Tennessee State Library and Archives 403 Seventh Ave. North Nashville, TN 37243-0312

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);

(2) Invoice Date;

(3) Invoice Period (period to which all invoiced charges are applicable);

(4) Contract Number (assigned by the State to this Contract);

- (5) Account Name: Department of State, Tennessee State Library and Archives;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);

(7) Contractor Name;

- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);

(10) Contractor Remittance Address;

- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced:
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. <u>Deductions</u>. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. <u>Nondiscrimination</u>. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall,

upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. <u>Progress Reports</u>. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. <u>State Liability</u>. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Director, Library Technical Services Tennessee State Library and Archives 403 Seventh Ave. North Nashville, TN 37243-0312 tricia.bengel@state.tn.us Telephone # 615-253-3462 FAX # 532-5315

The Contractor:

Manager, Program Management & Development SOLINET 1438 West Peachtree St. NW Suite 200 Atlanta, GA 30309-2955 Telephone # 800-333-8558 FAX # 404-892-0943

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working

relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

IN WITNESS WHEREOF:	
SOUTHEASTERN LIBRARY NETWORK, INC.:	
Matalu M. Erb CONTRACTOR SIGNATURE	7.11.2008
CONTRACTOR SIGNATURE	DATE
NATALIE ERB, CHIEF FINANCIAL OFFICER	
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY	(above)
TENNESSEE STATE LIBRARY AND ARCHIVES:	
JEANNE D. SUGG, STATE LABRARIAN AND ARCHIVIST D	7. 15.2008
FEANNE D. SUGG, STATE LIBRARIAN AND ARCHIVIST	AIE
DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE	152/08
RILEY C. DARWELL, SECRETARY OF STATE	ATE /
APPROVED:	
M) Det // AUG 1 4 2008	
M D COETZ IN COMMISSIONER	DATE

DEPARTMENT OF FINANCE AND ADMINISTRATION

Throng the	215/08
DEBORAH E. STORY, COMMISSIONER DEPARTMENT OF HUMAN RESOURCES	DATE/
da Calloy	8/21/08
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B					
Contract RFS #	305.04-014-08				
Contractor:	Southeastern Library N	letwork, Inc. (SOLINET)			
SECTION A— CONTRACTOR	IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)			
is or has the co	ontractor been a state	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?			
	dditional information required)	NO (no additional information required)			
Was such emp	oloyment within the past six	Was such employment within the past six months?			
□ NO		□ NO			
perm	approved rule exception itting a contract within six hs of employment is also red)	YES (an approved rule exception permitting a contract within six months of employment is also required)			
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?		Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?			
□ NO		□ NO			
coun this p	procuring agency general sel MUST sign an analysis of procurement using the TCRS ysis guidelines)	YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)			
CONTRACTO	R SIGNATURE Matalu	m End			
	LIE M. ERB VET CFO	L			
CONTRACTO		DATE 8.8.08			

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	SOUTHEASTERN LIBRARY NETWORK , INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	72-0738497

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

NATALIE ERB, CHIEF FINANCIAL OFFICER

PRINTED NAME AND TITLE OF SIGNATORY

7.11.2008

DATE OF ATTESTATION